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8-1-1965

Great Atlantic and Pacific Tea Company and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 342 (1965)

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Great Atlantic and Pacific Tea Company and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 342 (1965)

Location

NY

Effective Date

8-1-1965

Expiration Date

8-3-1968

Number of Workers

2200

Employer

Great Atlantic and Pacific Tea Company

Union

Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO

Union Local

400, 489

NAICS

44

Sector

P

Item ID

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Comments

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AGREEMENT

Between

FOOD HANDLERS UNIONS
LOCALS 400-489
AFL-CIO

and

THE GREAT ATLANTIC AND
PACIFIC TEA COMPANY,
INCORPORATED

I N D E X

ARTICLE	PAGE
I Recognition	3
II Job Classification	4
III Union Shop Clause	6
IV Check-off	7
V Management Clause	8
VI Hours	9
VII Wages	12
VIII Holidays	13
IX Vacations	17
X Uniforms and Tools	20
XI Jury Duty	21
XII Funeral Leave	21
XIII Seniority	22
XIV Grievance Procedure and Arbitration	30
XV Strikes and Lockouts	33
XVI Discharge	33

XVII	Welfare	34
XVIII	Pensions	37
XIX	Leave of Absence	38
XX	Bulletin Boards	40
XXI	Union Visitation	40
XXII	Legislation	41
XXIII	Termination	41

Meat Department

(Schedule "A")	44
----------------------	----

Grocery Department

(Schedule "B")	48
----------------------	----

Appendix	54-55
----------------	-------

AGREEMENT made as of the 1st day of August, 1965, by and between the GREAT ATLANTIC & PACIFIC TEA COMPANY, INCORPORATED (hereinafter referred to as "the Employer"), and FOOD HANDLERS UNIONS LOCALS 400-489, affiliated with the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF N.A., AFL-CIO (hereinafter referred to as "the Union").

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for Store Meat Department employees, including first meat men and part-time employees who work ten (10) hours or more per week, (more particularly defined as employees who have worked a total of fifty (50) hours or more in any period of five (5) consecutive weeks or less), except all executives and supervisory employees of stores which are located in the Counties of Bronx, New York, Westchester, Putnam and Dutchess,

served by the Employer's Bronx Unit.

The Employer recognizes the Union as the exclusive bargaining representative for all Store Grocery Department employees including part-time employees who work ten (10) hours or more per week (more particularly defined as employee who have worked a total of fifty (50) hours or more in any period of five (5) consecutive weeks or less) except Store Managers, Assistant Managers, Meat Department employees, employees working less than ten (10) hours per week, guards, watchmen and all executives and supervisory employees of stores which are located in the Counties of Bronx, New York, Westchester, Putnam and Dutchess, served by the Employer's Bronx Unit.

ARTICLE II

JOB CLASSIFICATION

(a) *First Meat Man.* A skilled journeyman who is qualified to direct the operation of a fresh meat department, prepare orders

for the products sold in that department, supervise the employees in the fresh meat department and assume direct responsibility for the efficient operation of the department.

(b) *Journeyman*. A skilled butcher workman who has either served a complete apprenticeship in his trade or has developed equivalent ability by practical experience and is capable of cutting and preparing meat in forms acceptable to the Retail Trade and in a manner that will yield the maximum of profitable cuts from a carcass. He must also be proficient in waiting on customers and have the knowledge and ability to perform the general detailed tasks in the Meat and Fish Department.

(c) *Apprentice*. Individual employed for the purpose of learning all the details, and developing manual skill for performing, after a stated number of years training, all the duties of Journeyman as commonly accepted in the trade.

(d) *Part-time Journeyman*. A Journeyman is considered a part-time employee

covered by this Agreement if his regularly scheduled work week is less than forty (40) hours per week excluding overtime.

(e) *Special Clerks.* All employees, except First Meat Men, Journeymen and Apprentices in the Meat Department.

ARTICLE III

UNION SHOP CLAUSE

All employees covered by this Agreement shall, as a condition of employment, become members of the Union on the thirtieth day following the beginning of such employment or the execution date of this Agreement, whichever is the later, and shall thereafter maintain their membership in the Union in good standing.

Any employee who is expelled or suspended from the Union because of non-payment of initiation fees and dues (including such other obligations to the Union, failure to pay which would make an employee subject to discharge under the Labor-Management Relations Act, 1947) shall be subject to dismissal after notification in writing to

the Employer by the Union, provided, however, that the employee may have a reasonable time within which to make such payments of initiation fees or dues, the failure of payment of which has caused the expulsion or suspension.

ARTICLE IV

CHECK-OFF

The Employer agrees that it will deduct regular periodic Union dues from the pay of each full-time employee who, in writing in accordance with law, voluntarily authorizes the Employer to do so. Such deductions shall be made on either a weekly or monthly basis, and the total amount so deducted shall be paid over to the Secretary-Treasurer of the employee's respective local union.

With respect to part-time employees covered by the Agreement between the parties, the Employer will deduct regular periodic monthly or weekly dues as authorized by the part-time employees and summer part-time employees for each week

worked by such part-time employee who, in writing in accordance with law, voluntarily authorizes the Employer to do so. The total amount so deducted from such part-time employees shall be paid over to the Secretary-Treasurer of their respective local union once a month.

ARTICLE V

MANAGEMENT CLAUSE

(a) The Employer reserves the right to the operation of its business and the direction of its working forces, including but not limited to, the establishment of the opening and closing time of stores, the assignment of employees starting and stopping hours, the right to interchange employees starting and stopping hours, the right to interchange employees except to journeyman butchers jobs between any store departments, the right to hire, transfer, suspend, lay off, recall, promote, demote, discharge for just cause, or assign employees to relieve employees from duty because of lack of work and to transfer employees from one store location to another, subject how-

ever, to the provisions of this Agreement.

(b) The Employer reserves the right to designate which stores shall have First Meat Men, except that a First Meat Man shall be assigned to each store which operates a fresh meat department.

(c) Present practices of employees of vendors (or replacements) with respect to handling and/or marking merchandise in the stores shall continue and shall not be extended. The parties shall agree upon a written list of vendors (or replacements) and such practices of their employees in the stores.

ARTICLE VI

HOURS

(a) A week's work for all full-time employees shall consist of forty (40) hours per week, divided into eight (8) hours per day extending over a period of five (5) days.

(b) Each employee shall be entitled to a lunch period of a maximum of sixty (60) minutes each day, and, if he works beyond the normal supper hours, to a supper

period, which periods shall not be computed in such hours worked by each employee.

(c) Each employee shall receive a ten (10) minute rest period for each half day worked, which shall be considered as working time.

(d) Full-time and part-time employees working in excess of eight (8) hours per day shall be paid overtime on the basis of time and one-half ($1\frac{1}{2}$) their hourly rate of pay. Overtime shall be paid on a daily or weekly basis, whichever is greater, but not both.

(e) All stores shall be open at 9:00 A.M. Monday through Friday provided, however, that there is no direct chain store or super market competition open before 9:00 A.M. in the immediate vicinity.

(f) Full-time employees shall not be subject to split shifts. Full-time employees shall not be subject to staggered shifts, that is, the scheduled shift for a full-time employee shall not be changed during his work week, nor shall his scheduled starting time be changed during his work week.

(g) The basic shifts shall be from 8:00 A.M. to 5:00 P.M., or 9:00 A.M. to 6:00 P.M. However, the Company shall have the option of continuing the present shifts and shift practices without change.

(h) Full-time employees whose shift starts before 7:00 A.M. shall be paid a premium of One Dollar (\$1.00) per shift.

(i) Part-time employees having worked five (5) continuous hours shall receive a lunch period or supper period, which shall not be computed as time worked.

(j) Night crews shall not be required to perform work during their meal period. Night crews shall be scheduled to work five (5) consecutive nights except in those work weeks in which a holiday falls. The Employer shall have the option of establishing the work week schedules of employees of the night crews, starting Monday at 12:01 A.M. or Tuesday at 12:01 A.M. Night crew shifts shall not begin later than 12:01 A.M. The Company shall assign two (2) or more employees to the night shift.

(k) Employees who are required to

work in stores that are not open for business on Sunday shall be paid on the basis of time and one-half ($1\frac{1}{2}$) their hourly rate of pay.

(l) The schedule of hours for full and part-time employees shall be posted in ink not later than Saturday morning for the following week's work.

(m) The letter dated June 2, 1962 (Appendix A hereto) to the Union from the Employer, providing for overtime, shall remain in effect for the duration of this contract and shall also apply to First Meat Men except that (1) the Employer shall not be required to provide such two and one-half hours of overtime in one shift, and (2) the Employer shall post the schedule of such overtime prior to the beginning of the week.

ARTICLE VII

WAGES

(a) The weekly scale of wages, general increases, classification rates, progressions, hiring rates and premiums shall be as set

forth in Schedule "A" and "B" attached hereto and made a part of this Agreement.

(b) A part-time employee is anyone working ten (10) hours or more per week (more particularly defined as employees who have worked a total of fifty (50) hours or more in any period of five (5) consecutive weeks or less) and less than forty (40) hours per week.

(c) Part-time employees who desire to work twelve (12) hours a week or more shall be guaranteed twelve (12) hours work as scheduled by the Company.

(d) The rates of pay presently paid to employees shall not be reduced during the period of this Agreement, unless an employee is reduced to a lower classification in lieu of a layoff or discharge.

ARTICLE VIII

HOLIDAYS

(a) The following legal holidays shall be observed by the Employer:

New Year's Day

Labor Day

Washington's B'thday	Thanksgiving Day
Memorial Day	Christmas Day
July 4th	Lincoln's B'thday
	(1½ day)
Election Day (1½ day) ;	
full day for Presidential elections	
Employee's Birthday	

When Christmas Eve falls on a working day, fifty (50) per cent of the regular full-time employees shall be excused from work at 5:00 P.M. on Christmas Eve and the other fifty (50) per cent excused at 5:00 P.M. on New Year's Eve, without loss of pay. Fifty (50) per cent of the regular full-time employees working on any shift which finishes work other than 6:00 P.M. on Christmas Eve shall be excused from work one (1) hour prior to the end of their shift and the other fifty (50) per cent excused one hour prior to the end of their shift on New Year's Eve, without loss of pay.

(b) If there is no work to be performed on the above-named holidays, then such regular full-time employees shall receive their regular weekly wages, providing they worked their regularly scheduled hours in

the other days in the holiday week, or their absence is excused. Work performed on a holiday shall be paid for at twice the regular hourly rate of pay, in addition to the holiday pay.

(c) If an employee's birthday falls on Sunday or his day off or one of the above stated holidays, his day off for his birthday shall be the following day.

(d) Any time worked except on holiday by any full-time employee, in excess of thirty-two (32) hours per week during a week in which a full holiday falls, or in excess of thirty-six (36) hours per week during a week in which a half holiday falls, shall be paid for at time and one-half ($1\frac{1}{2}$) the regular hourly rate of pay. Overtime shall be worked as required by the Employer.

(e) The Employer shall notify the Union fifteen (15) calendar days prior to each holiday observed by the Employer under this Agreement whether it intends to keep the stores open. If during said fifteen (15) day period the Employer finds that competition is to remain open and it decides

to remain open, it shall notify the Union of its intention. Premium pay and overtime pay shall not be pyramided.

(f) If the Company decides to remain open on any holiday, the ratio of part-time employees to full-time employees shall be the same as the ratio that existed on the same day of the prior week in the same store.

(g) Employees who are discharged for cause or voluntarily terminate their employment shall not be entitled to the holiday pay.

(h) If a recognized holiday falls on a regular work day during an employee's vacation period, he shall be paid a sum equal to daily straight time pay for such holiday in addition to his vacation pay, or may be given an additional day off with pay, at the discretion of the Company.

(i) Night crews shall not be required to work the night before the Christmas and New Year holidays.

(j) All part-time employees in the employ of the Company six (6) months or

more shall receive the following legal holidays provided they worked their regularly scheduled hours in the other days in the holiday week or their absence is excused:

Decoration Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
New Year's Day

Part-time employees pay for said holidays shall be computed on the basis of the average hours worked over a period of five (5) weeks preceding the holiday. Holiday pay shall be pro-rated and shall be paid on the basis of the average hours worked in relation to a forty (40) hour work week.

ARTICLE IX

VACATIONS

(a) Each full-time employee in the employ of the Employer for a period of six (6) months of continuous full-time service shall receive one (1) week's vacation with pay.

(b) Full-time employees in the employ

of the Employer for twelve (12) months of continuous full-time service shall receive two (2) weeks vacation with pay.

(c) Full-time employees with eight (8) years of continuous full-time service, or more, shall receive three (3) weeks vacation with pay.

(d) Full-time employees with eighteen (18) years of continuous full-time service, or more, shall receive four (4) weeks vacation with pay.

(e) Each employee shall receive and the Employer shall schedule the employee's full vacation allowance during the calendar year. Should the Employer fail to schedule an employee's full vacation during the year in which it has been earned, then the employee shall receive such portion of his vacation which has not been granted during the following year as well as any vacation earned during the following year.

(f) Vacation pay shall be computed on the basis of the employee's regular straight time weekly earnings including regular shift premiums, if any.

(g) Length of service for vacation shall be computed as the time served continuously by the employee with the Employer in a capacity other than part time.

(h) Vacation periods and assignments shall be at the discretion of the Employer with due regard for the convenience of the employee. Employees eligible for two (2) weeks vacation or more shall receive two (2) consecutive weeks of vacation as scheduled by the Company. The Employer shall post the vacation schedule thirty (30) days before the employee is scheduled to begin his vacation. An employee transferred to another store location shall have the option to take his vacation at the time originally scheduled.

(i) Full-time employees employed in stores designated "summer locations" shall be eligible for one (1) week's vacation beginning during the summer of 1966.

(j) All part-time employees in the employ of the Company one (1) year or more on June 1st and who have worked one thousand (1,000) hours between the prior period from June 1st to May 31st shall be

entitled to pro rata vacation. Any part-time employee who is laid off or whose absence is excused for a period up to ninety (90) days shall not lose his vacation rights.

The pro rata vacation pay shall be computed on the basis of the total hours worked during the period from June 1st to May 31st and divided by the number of weeks worked during said period.

(k) Vacation due deceased employees shall be paid pro rata to their estates.

ARTICLE X

UNIFORMS AND TOOLS

The Employer agrees to furnish and supply all its employees, without cost, laundered aprons and uniforms and such tools as are necessary in the discharge of their work and also service such tools at no cost to the employees.

Employees required to work outside in foul weather conditions shall be furnished with protective outer clothing when performing such work.

ARTICLE XI

JURY DUTY

The Employer shall grant to each full-time employee on jury duty the difference between the employee's regular straight time earnings, including regular shift premiums, if any, and the juror's fee paid to the employee. Where an employee on jury duty has served five (5) days during the week, he shall not be required to work on Saturday. When an employee is excused from jury duty he shall be obliged to return to the store for his normal day's work whenever reasonably possible.

The Employer will pay to the full-time employee the regular straight time weekly earnings, including regular shift premiums. The full-time employee will then return to the Company the fee paid to the employee for attendance as a juror.

ARTICLE XII

FUNERAL LEAVE

Full-time employees shall be entitled to paid funeral leave not to exceed three (3)

days for all work days lost from the day of the death through the day of the burial of a member of the immediate family, the employee's working day off not to be computed as part of funeral leave. The immediate family is defined as the spouse, child, sister, brother, parent, or spouse's parent. In the event of the death of a member of the employee's family, other than the immediate family, the employee shall have one (1) day off without loss of pay to attend the funeral.

ARTICLE XIII

SENIORITY

(a) Seniority for full-time employees shall be continuous from the first day of hire within the bargaining unit. All new employees shall be on probation for a trial period of thirty (30) days, after which they shall be placed on the seniority roster and their seniority shall date from date of hire.

(b) Seniority for full-time employees shall be measured on the following two Divisions of the Employer's Units:

1. Borough of Manhattan and the Bronx (Local 400).
2. Westchester County and those portions of Putnam and Dutchess Counties covered by the Agreement (Local 489).

(c) Full-time employees with more than one (1) year's seniority if laid off, through no fault of their own, shall be given preference for available part-time employment before new part-time employees are hired. Such employees shall be paid the hourly rate equivalent to the full-time hourly rate of pay previously received. Rights under this Article shall continue for a period not exceeding nine (9) months from the date of layoff.

(d) When a full-time employee is rehired within the nine (9) month period of layoff as provided for in paragraph (c), his seniority rights shall be restored on the first of the month following his re-employment. During the period of layoff all fringe benefits shall be cancelled and the period of layoff shall not be counted as months of

employment in relation to fringe benefit credits, or in relation to progression on the wage scale.

(e) When a part-time employee is re-hired within ninety (90) days of layoff, his seniority rights shall be restored on the first day of the month following his re-employment, and if he qualifies as required he shall be granted vacation and welfare benefits.

(f) Any full-time employee who is laid off and fails to report for work when recalled from the layoff within seven (7) days (unless excused for a longer period by the Company's Employment Office) after the Company has deposited in the United States Mail, postage prepaid, a registered letter directed to the Union and to such employee at his last known address as shown by the records of the Company, shall terminate his seniority.

(g) When two (2) or more employees are hired on the same day in the same seniority area, the Employer will notify the Union of their seniority status.

(h) The Employer agrees to give one (1) week's notice to the full-time employees and the Union prior to layoff because of lack of work, and the full-time employees agree to promptly notify (within one (1) week) the Employer of his choice of accepting part-time work in lieu of layoff.

(i) On demotions of First Meat Man, the Union shall be notified one (1) week in advance of such demotions.

(j) Any discharged employee who is reinstated through the grievance or arbitration procedure of this Agreement shall have his seniority status made whole upon his return to work.

(k) The Union may elect or appoint one Market Steward for each store from among the employees. They shall be at all times full-time employees and shall be the last to be laid off. The Employer shall be notified of the election or appointment of such Market Stewards.

(l) There shall be no transfer of Market Stewards without prior discussion with the

Union. In the event that the Union disagrees, the issue shall be subject to the grievance procedure.

87
34-35
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34-35
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34-35
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(m) In the event a full-time employee is permanently transferred to another store, the Union and the employee shall be notified in writing at least one (1) week in advance of said transfer. Any such transfer for a period in excess of thirty (30) days shall be considered a permanent transfer. When a full-time employee is transferred from one Unit to another (whether or not it involves a transfer from the jurisdiction of one Local Union to another), he shall be credited in the new Unit with the seniority accrued in the Company. The Employer will consider the request of full-time employees for transfers within the respective bargaining unit of each Local. Any abuses of transfer of less than thirty (30) days shall be subject to the grievance procedure. Such temporary transfers shall be successively made on the basis of classification (i.e., Journeyman Butchers, Apprentices, Wrappers), and Unit seniority in the store. Seniority shall not apply in cases involving temporary transfers to new or remodeled stores

but employees subject to such transfers shall not again be transferred, except in order of seniority. The present assignment of an employee to another store on a regular relief basis shall not be considered a transfer.

(n) Separate seniority lists of full-time employees and part-time employees shall be made available to the respective Union.

(o) Layoffs of part-time employees shall be based upon seniority. Part-time seniority shall be measured on a store Unit basis. Part-time employees transferred from one store to another within the bargaining unit shall carry with them their accumulated seniority. Seniority rights under this paragraph shall continue for a period not exceeding ninety (90) consecutive calendar days from the day of layoff.

(p) Before new full-time employees are hired on the day shift, all full-time employees who have worked one (1) year or more on the night shift and request a transfer to the day shift will be granted said transfer if the following conditions shall be available. The Employer and the Union shall

establish a list of full-time night workers who desire transfer to the day shift. The Employer and the Union shall develop a system for such transfer based upon length of service on the night shift.

1. Available work on day shift.
2. Suitable replacement for employee on night shift.
3. Employee's ability to perform work on the day shift.

(q) Full-time employees on the payroll as of June 3, 1962, who are laid off through no fault of their own will not be replaced by additional part-time employees in the same classification in the store from which such employees are laid off until such full-time employees are restored to full-time status. For the purpose of this paragraph the following classifications are recognized, as and where applicable:

1. Journeyman Butchers and Apprentices.
2. Wrappers.

The obligation of the Employer shall con-

tinue during the entire period in which such full-time employees shall have recall rights pursuant to paragraph (c) above.

The obligation of the Employer to replace full-time employees with new full-time employees under this paragraph shall not apply with respect to full-time employees who resign, retire, are discharged for just cause, or transferred out of the store. No full-time employee shall be transferred into a store where a full-time employee has been laid off subject to this Article.

(r) The Employer will furnish the Union weekly with a list of newly hired and terminated employees.

(s) A separate seniority list covering the classification of First Meat Man shall be prepared by the Employer and made available to the Union. On demotion, pursuant to section (i) above of a First Meat Man, he shall be returned to his former job as ice box man or journeyman, as the case may be, and slotted into the seniority list of full-time employees. Such employee shall be credited with service as First Meat Man in

the computation of his seniority. In all other respects this Article shall apply to First Meat Men as a separate classification.

(t) All full-time employees hired prior to June 2, 1964 shall not be laid off during the period of this Agreement, except in the event of a strike or strikes or of a national emergency affecting the operation of the stores. It is the intention of this provision to guarantee full-time employment to present full-time employees, but not to establish a guaranteed against reclassification.

ARTICLE XIV

GRIEVANCE PROCEDURE AND ARBITRATION

(a) Any disputes, differences or grievances arising out of the interpretation, application, breach or claim of breach of the provisions of this Agreement shall be settled in the following manner:

The aggrieved employee, the Market Steward or the Union Representative, may present and discuss any grievances to the Manager. If not settled, the Union

Representative may present the grievance to the Company Supervisor or person so designated by the Employer. All grievances submitted to the Personnel Manager, in writing, will be answered, in writing, to the Union within seven (7) days. In the event that such dispute, difference or grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such dispute, difference or grievance arising out of the interpretation, application, breach or claim of breach of the provisions of this Agreement shall be submitted, at the request of either party, to arbitration under the Voluntary Arbitration Rules, then obtaining, of the American Arbitration Association.

(b) The decision of the arbitrator shall be final and binding upon the parties. The parties further agree that there shall be no suspension of work when any such dispute, difference or grievance arises and while it is in the process of adjustment or arbitration. The parties agree that the expenses of arbitration shall be borne equally between them.

(c) The arbitrator shall not have the power to arbitrate provisions of a new agreement or to arbitrate away in whole or in part any provisions of this Agreement, nor shall he have the power to add to, delete from, or modify the provisions of this Agreement.

(d) Any member of the bargaining unit who shall, at the discretion of the arbitrator be required to testify at, or attend any hearings or arbitration, mediation or settlement of any question of violations of this contract, shall not suffer any loss in wages by reason thereof.

(e) No dispute, difference or grievance shall be subject to arbitration unless the request for arbitration shall be made within sixty (60) days after the dispute, difference or grievance has been presented to the other party.

(f) No grievance involving a discharge or suspension shall be subject to arbitration unless a request for arbitration thereto shall be made within thirty (30) days after the employee has been discharged or suspended.

ARTICLE XV

STRIKES AND LOCKOUTS

There shall be no cessation of work, no strikes, no picketing, or other interference with the operations of the Employer, or lock-outs for any cause whatsoever during the life of this Agreement. No employee shall be disciplined or discharged for refusal to cross a legal picket line.

ARTICLE XVI

DISCHARGE

The Employer retains the right to discharge or suspend any employee for just cause. The Employer shall notify the Union office prior to an employee being so suspended or discharged. The Union may, not later than five (5) days after such discharge or suspension, challenge same through the grievance procedure herein provided and if not settled through the grievance procedure, the matter may be submitted to arbitration in the manner herein provided.

ARTICLE XVII

WELFARE

(a) The Employer shall continue the existing Group Life Insurance Plan for full-time employees up to age 65. All full-time employees who retire or employees over age 65 shall be covered by the New Improved Plan.

(b) The Employer will pay the premiums to provide for full time employees' hospitalization by expanded Blue Cross, and medical and surgical benefits, including Family Doctor Plan — Anaesthesia coverage, and such additional benefits as provided by the expanded Group Health Insurance Plan. The expanded Blue Cross coverage shall provide seventy (70) full days and one hundred eighty (180) half days of hospitalization pursuant to the terms of the policy. Should the Employer desire to provide equal or better coverage through self-insurance or otherwise, such proposed change will first be discussed with the Union subject to the grievance and arbitration procedure of the contract. The benefits

provided under this paragraph shall be fully described in a booklet to be distributed to the employees.

(c) The Employer shall provide an Optical Plan for all full-time employees, the spouse of each such employee and the dependents of each such employee up to the age of nineteen (19) years, as described in the policy issued by the Union Optical Plan, Inc. The plan shall be placed in effect no later than October 1, 1965.

(d) On or before October 1, 1965, the Employer shall provide a Dental Plan for full-time employees as described in the "Group Dental Expense Benefits" policy issued by the Northeastern Life Insurance Company of New York. On and after August 1, 1966, the spouse of each full-time employee shall be covered under said Plan. On and after July 31, 1967, said coverage shall be extended to dependents of full-time employees up to the age of nineteen (19) years.

(e) Sickness absence benefits shall be provided in accordance with the Employer's present practice.

(f) The above benefits will be provided for all full-time employees on the active payroll of the Employer who have completed six (6) months of employment with the Employer. With respect to such employees on the active payroll who have not yet worked such period, the Employer will provide such benefits commencing with the first day of the month following their completion of six (6) months of employment.

(g) All part-time employees in the employ of the Employer one (1) year or more on June 1st and who have worked one thousand (1,000) hours between the prior period from June 1st to May 31st shall be entitled to the hospitalization, surgical and miscellaneous benefits as previously provided; provided, however, that they are not covered under any other welfare plans providing for such benefits. On or before October 1, 1965 said benefits shall be expanded to include eighteen (\$18) dollars a day for hospital room and board, one hundred eighty (\$180) dollars miscellaneous coverage and a two hundred (\$200) dollar surgical fee pursuant to the terms of the policy.

(h) Part-time employees who have worked not less than thirty-two (32) hours each week and who have completed six (6) months of employment with the Employer shall be entitled to the same benefits under the following Articles as full-time employees :

ARTICLE VIII — HOLIDAYS

ARTICLE IX — VACATIONS

ARTICLE XI — JURY DUTY

ARTICLE XII — FUNERAL LEAVE

ARTICLE XVII — WELFARE

ARTICLE XIX — LEAVE OF ABSENCE

(a) *Maternity Leave*

(b) *National Guard Service
and Reserves*

(c) *Military Service*

ARTICLE XVIII

PENSIONS

The Employer agrees that any change or modification of its Pension Plan or Life Insurance Plan for retired employees, as modified, shall not be contrary to any provisions of either State or Federal law. Any

change or modification will be discussed with the Union but shall not be subject to the arbitration provisions of this Agreement.

ARTICLE XIX

LEAVE OF ABSENCE

(a) *Maternity Leave.* When an employee with one (1) year or more continuous full-time service leaves because of maternity, she will be granted a leave of absence without loss of seniority for a period of six (6) months. This period of time shall be three (3) months prior to the birth of the child and three (3) months after the birth, and the doctor's note must be forthcoming before and after the leave of absence. During the leave of absence all fringe benefits, including the time worked for vacation credit, will be forfeited, with the exception of hospitalization, including Group Health Insurance Maternity Benefits, and the employee may pay the premium for hospitalization.

(b) *National Guard Service and Reserves.*

(1) Any full-time employee who is a member of an organized reserve program or in the National Guard shall be eligible for a two weeks' leave of absence (subject to extension in exceptional cases) without pay, such leave to be in addition to the employees regularly scheduled vacation period, in order that the employee may participate in the military training required by such organizations.

(2) Any employee who wishes to use his regular vacation period for military absence shall be paid in accordance with the regular vacation procedure.

(3) All notices for any Military Leave of Absence must be submitted in writing to the Personnel Manager via the store manager.

(c) *Military Service.* When a full-time employee is called into service he shall be paid his normal vacation pay at the time of induction. Upon return he shall receive a vacation pro-rated according to the number of months worked in that calendar year. The rate of pay for a returned veteran shall be in accordance with the veteran's

re-employment rights. No accumulated time toward progression increases will be credited during Military Service. Upon return the employee will be granted all general increases.

(d) *Union Officers.* Employees hereafter elected or appointed to full-time Union office shall be granted a leave of absence without loss of seniority but without accumulating seniority during the period of the leave of absence.

ARTICLE XX

BULLETIN BOARDS

The Union shall share existing store bulletin boards for the use of regular Union notices.

ARTICLE XXI

UNION VISITATION

A duly credited representative of the Union shall have the right to visit any of the Employer's stores covered hereunder any time during normal working hours for the purpose of ascertaining whether this

Agreement is being properly observed, provided that there shall be no interruption of, or interference with the Employer's business.

ARTICLE XXII LEGISLATION

The parties agree that should the enactment of any Federal or State law, including but not limited to equal pay legislation and/or legislation pertaining to call-in pay, affect the terms or working conditions of employees herein, such terms or working conditions shall be applicable to this Agreement and this Agreement shall be amended in accordance therewith.

ARTICLE XXIII TERMINATION

This Agreement shall continue in full force and effect until the 3rd day of August, 1968, and shall be automatically renewed from year to year thereafter, unless at least ninety (90) days prior to the 3rd day of August, 1968, or any annual date of expiration thereafter, written notice by registered

mail is given by either party to the other or a desire to revise or to terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 31 day of August, 1965.

FOOD HANDLERS UNIONS
LOCALS 400-489
affiliated with the AMALGAMATED
MEAT CUTTERS AND BUTCHER
WORKMEN OF N.A., AFL-CIO

By
ALBERT DEPROSPO, Pres., Local 400

By
JOSEPH BOTTIGLIERI, Pres., Local 489

By
ANTHONY MAGGIACOMO, Sec-Treas.
Local 489

THE GREAT ATLANTIC &
PACIFIC TEA COMPANY,
INCORPORATED

By
N. F. Whittaker, Vice-President

By
R. J. McKee

SCHEDULE "A"

MEAT DEPARTMENT

1. Effective August 1, 1965, all First Meat Men, full-time Journeyman Butchers and full-time Apprentices, except full-time Special Clerks, in the employ of the Company prior to August 1, 1965, shall receive an increase of five dollars (\$5.00) a week. First Meat Men who were receiving less than one hundred and forty-four dollars (\$144.00) a week as of July 31, 1965, shall receive an additional increase necessary to bring their salaries up to one hundred and forty-four dollars (\$144.00) as of August 1, 1965. This adjustment shall be added to the five dollar (\$5.00) increase provided above.

Effective August 1, 1966, all First Meat Men, full-time Journeyman Butchers and full-time Apprentices, except full-time Special Clerks shall receive an increase of four dollars (\$4.00) a week. Effective July 31, 1967, all First Meat Men, full-time Journeyman Butchers

and full-time Apprentices, except full-time Special Clerks shall receive an increase of five dollars (\$5.00) a week.

2. Effective August 1, 1965, all full-time Special Clerks shall receive an increase of four dollars (\$4.00) a week. Effective August 1, 1966, all full-time Special Clerks shall receive an increase of three dollars (\$3.00) a week. Effective July 31, 1967, all full-time Special Clerks shall receive an increase of three dollars and fifty cents (\$3.50) a week.

3. Hiring rates for full-time Journeyman Butchers shall be as follows:

August 1, 1965	\$129.00
August 1, 1966	\$133.00
July 31, 1967	\$138.00

4. The starting rates for part-time Journeyman Butcher shall be as follows:

August 1, 1965	\$3.225 per hour
August 1, 1966	\$3.325 per hour
July 31, 1967	\$3.45 per hour

5. For full-time Apprentice Butchers and full-time Special Clerks hired after July

31, 1965, the following progression shall apply :

	Apprentice Butcher	Special Clerk
After 4 wks.	\$65.00	\$57.00
After 6 mos.	70.00	61.00
After 6 mos.	75.00	65.00
After 6 mos.	80.00	69.00
After 6 mos.	90.00	73.00
After 6 mos.	100.00	81.00

No progression increase shall be less than the applicable amount set forth in the above schedule.

	Apprentice Butcher	Special Clerk
Maximum Rate		
Effective 8/1/65	\$129.00	\$101.25
Effective 8/1/66	133.00	104.25
Effective 7/31/67	138.00	107.75

6. Any Journeyman Butcher assigned to ice box work for four (4) hours per day or more shall receive a premium of two dollars (\$2.00) per day.
7. The present premium pay for full-time employees on night shifts shall be maintained.

8. Effective August 1, 1965, all part-time employees on the payroll prior to August 1, 1965, shall receive a ten cent (10¢) an hour increase.

Effective August 1, 1966, all part-time employees shall receive an eight cent (8¢) an hour increase.

Effective July 31, 1967, all part-time employees shall receive an eight cent (8¢) an hour increase.

The maximum rates for part-time employees hired prior to August 1, 1965, shall be as follows:

Effective 8/1/65	\$2.15 per hour
Effective 8/1/66	2.23 per hour
Effective 7/31/67	2.31 per hour

9. For all part-time employees hired after July 31, 1965, the following progressions shall apply:

	Part-time Clerks (Per Hour)
After 4 wks.	\$1.35
After 6 mos.	1.45
After 6 mos.	1.55

After 6 mos.	1.65
After 6 mos.	1.75
After 6 mos.	1.85
After 6 mos.	2.05

No progression increase shall be less than the applicable amount set forth in the above schedule. The parties agree, however, that no part-time employee hired after July 31, 1965, shall receive more than two dollars and five cents (\$2.05) per hour during the life of this agreement.

10. Should a Journeyman Butcher relieve a First Meat Man for a week, he shall receive a premium of ten dollars (\$10.00) therefor.
11. Seafood Clerks shall be considered to be employees in the Meat Department and shall receive the Meat Department rates and progressions.

SCHEDULE "B"

GROCERY DEPARTMENT

1. Effective August 1, 1965, all full-time

Grocery Clerks and Special Clerks in the employ of the Company prior to August 1, 1965, shall receive an increase of four dollars (\$4.00) a week.

Effective August 1, 1966, all full-time Grocery Clerks and Special Clerks shall receive an increase of three dollars (\$3.00) a week.

Effective July 31, 1967, all full-time Grocery Clerks and Special Clerks shall receive an increase of three dollars and fifty (\$3.50) a week.

2. Effective August 1, 1965, the maximum rate for Grocery Clerks shall be one hundred fourteen dollars and fifty cents (\$114.50) for employees hired prior to August 1, 1965.

Effective August 1, 1966, the maximum rate for Grocery Clerks shall be one hundred seventeen dollars and fifty cents (\$117.50) for employees hired prior to August 1, 1965.

Effective July 31, 1967, the maximum rate for Grocery Clerks shall be one hundred twenty-one dollars (\$121.00)

for employees hired prior to August 1, 1965.

3. Effective August 1, 1965, the maximum rate for Special Clerks shall be one hundred one dollars and twenty-five cents (\$101.25) for employees hired prior to August 1, 1965.

Effective August 1, 1966, the maximum rate for Special Clerks shall be one hundred four dollars and twenty-five cents (\$104.25) for employees hired prior to August 1, 1965.

Effective July 31, 1967, the maximum rate for Special Clerks shall be one hundred seven dollars and seventy-five cents (\$107.75) for employees hired prior to August 1, 1965.

4. For full time Clerks hired after July 31, 1965, the following progression shall apply:

	Grocery Clerk	Special Clerk
After 4 wks.	\$60.00	\$57.00
After 6 mos.	65.00	61.00
After 6 mos.	70.00	65.00

After 6 mos.	77.00	69.00
After 6 mos.	84.00	73.00
After 6 mos.	93.00	81.00
After 6 mos.	106.50	93.25

No progression increase shall be less than the applicable amount set forth in the above schedule. The parties agree, however, that no full time clerks hired after July 31, 1965 shall receive more than one hundred and six dollars and fifty cents (\$106.50) a week (for Grocery Clerks) and ninety-three dollars and twenty-five cents (\$93.25) a week (for Special Clerks) during the life of this agreement.

5. Effective August 1, 1965, all part-time employees on the payroll prior to August 1, 1965, shall receive a ten cent (\$0.10) an hour increase.

Effective August 1, 1966, all part-time employees on the payroll shall receive an eight cent (\$0.08) an hour increase. Effective July 31, 1967, all part-time employees on the payroll shall receive an eight cent (\$0.08) an hour increase.

The maximum rates for part-time employees hired prior to August 1, 1965 shall be as follows :

Effective 8/1/65	\$2.15 per hour
Effective 8/1/66	2.23 per hour
Effective 7/31/67	2.31 per hour

6. For all part-time employees hired after July 31, 1965, the following progressions shall apply :

	Part Time Clerks (Per Hour)
After 4 wks.	\$1.35
After 6 mos.	1.45
After 6 mos.	1.55
After 6 mos.	1.65
After 6 mos.	1.75
After 6 mos.	1.85
After 6 mos.	2.05

No progression increase shall be less than the applicable amount set forth in the above schedule. The parties agree, however, that no part-time employee hired after July 31, 1965 shall receive more than two dollars and five cents (\$2.05) an hour during the life of this agreement.

7. The premium pay for full time employees on night shift shall be \$15.00 per week for the man in charge and \$10.00 per week for the other full-time employees.
8. The premium pay for employees on afternoon shift shall be at the rate of \$10.00 per week for the man in charge and \$5.00 per week for all other full-time employees.
9. Produce Department Heads shall receive a weekly premium of ten dollars (\$10.00).

Dairy Department Heads shall receive a weekly premium of five dollars (\$5.00).

Delicatessen Department Heads shall receive a weekly premium of five dollars (\$5.00).
10. Delicatessen Clerks shall be considered to be employed in the Grocery Department and shall receive the Grocery Department rates and progressions.

APPENDIX

To Locals 342, 400, 464 and 489 of
Amalgamated Meat Cutters
and Butcher Workmen
of North America

Gentlemen :

This letter will confirm the Company's agreement that present employees now receiving two or two and one-half hours of overtime work per week shall, if they desire, receive such overtime during the period of this contract which expires June 2, 1964. Such two or two and one-half hours of overtime shall be provided in one shift, from Monday through Friday of each week, except in those weeks in which the employees work on a holiday.

Very truly yours,

THE GREAT ATLANTIC &
PACIFIC TEA COMPANY, INC.

By
R. J. McKEE

APPENDIX

It is hereby agreed that Section 6 of the stipulation covering First Meat Men executed January 24, 1963 shall remain in full force and effect from August 1, 1965 until August 3, 1968.

THE GREAT ATLANTIC &
PACIFIC TEA COMPANY, INC.

By
R. J. McKee

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U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON, D.C. 20212

April 4, 1966

APR 21 1966

Mr. Joseph Cohn, Secretary-Treasurer
Amalgamated Meat Cutters and Butcher
Workmen of North America
550 Bergen Avenue
Bronx, New York-10055

Gentlemen:

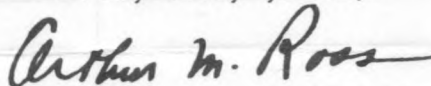
We have in our file of collective bargaining agreements a copy of your agreement(s) covering the Great Atlantic and Pacific Tea Company, serviced by the employer's Bronx Unit, in New York and the Amalgamated Meat Cutters and Butcher Workmen of North America, locals #400, and #489. The agreement we have on file expired July, 1965.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,



Arthur M. Ross
Commissioner

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT approx. 200
 2. Number and location of establishments covered by agreement Bronx
and Manhattan - 111 stores
 3. Product, service, or type of business Grocery & Meat - Delicatessen
 4. If previous agreement has been extended without change, indicate new expiration date —
- Albert De Propio (Your name)
550 Bergen Ave. (Street)
- President (Position)
Bronx, 10455 Ny. (City and State)